HEIDT

RETURN TO
JAS. A. CLAYTON & CO.
(A CORPORATION)
SAN JOSE, CALIFORNIA.

Louise Heidt

Abstract of Title

TO

Lot 70 + 125.
East line of Orchard
St. 50 South of Grant.
San Jose.

COUNTY OF SANTA CLARA,
State of California.

Dated, October 1st 1887

MADE AT THE REQUEST OF

W. W. Kirkland Esq

EDWARDS & PITMAN,
Searchers of Records
Room, 43 Knox Block,
SAN JOSE, CAL.

[redacted]

# Abstract of Title.

To

All that certain lot of land in the County of Santa Clara State of California bounded and described as follows:

(Same as described in the deed from R. J. O'Hanlon Constable to W. W. Kirkland dated Feby 11. 1885 and set forth on page 41 of this Abstract. Subsequent to January 17. 1867. the date of the deed from J. A. Quinby Mayer re. to S. M. Mezes and next hereinafter set forth.

J. A. Quinby
as Mayor of the City of San Jose,
for and on behalf of the Mayor
and Common Council of said
City of San Jose.

To

S. M. Mezes.

# Deed

Dated Jany. 17-1867.

Cons. Premises, and $200.00

Certified copy of Ordinance passed by the Mayor and Common Council of the City of San Jose. Jany. 11-1867, approved Jany. 17-1867, authorizing the sale of Pueblo Lands to S. M. Mezes, set forth at length authorizing and directing the Mayor of said City to sell and convey to S. M. Mezes on payment to the City Treasurer of the sum of $200.00, the following described tract or parcel of land, being a portion of the Pueblo Lands of the City of San Jose to-wit: All that certain tract or parcel of land lying and being in the City of San Jose County of Santa Clara, in the State of California, and beginning at a Laurel Tree standing on the S. Bank of the Arroyo de los Tulares, and running thence S 56° 45' W 2.60 chains to the Guadalupe River, thence up said river with the following courses and distances S 5° 45' E. 3.75 chains S. 7° E. 2.35 chains, S. 11° 15' E. 4 chains, S 36°

E. 2.54 chains, S. 43° 30' W. 95 links S. 10° 15' E. 2.57 chains S. 5° 30' W 3.00 chains, S. 30° 15' E. 5.14 chains, thence leaving the river N 47° E 1.28 chains, N. 20° E. 3.16 chains, N 17° 30' E. 4.27 chains, N 4° 15' E. 1.23 chains, N 57° E. 4.50 chains, to a blazed oak tree, thence N 57° E. 8.75 chains, along a Willow fence to the Arroyes de las Tulares, thence down the said Arroyo with the following courses and distances N 41° 30' W. 8.00 chains, S. 18° 20' W. 1.80 chains S. 72° 05' W. 6.00 chains N 14° W. 2.25 chains, S. 82° W. 3.00 chains and N. 61° W. 4.67 chains to the place of beginning known as the Northern part of "Isla de las Canos", sometimes called Gulnac Island and containing 23 9/10 acres of land, excepting from this conveyance so much of the above described tract of land as has been deeded by the Commissioners of the Funded Debt of the City of San Jose to L. Scheller and to D. Murphy. see foot note

Recite Ordinance, a certified copy of which is hereto attached, and is hereby referred to and made a part of this indenture.

Now, therefore, in consideration of the premises and the sum of $200.00, etc, said party of the first part, for and on behalf of said Mayor and Common Council of the City of San Jose, doth bargain, sell, release, remise and convey to the said party of the second part, and to his heirs and as=

signs forever, all that certain piece or parcel of land situate, lying and being in the City of San Jose County of Santa Clara, State of California, and bounded and described as in said Ordinance is set forth, which said certified copy of said Ordinance is hereby referred to for a full description of said premises.

Provided, always, that all covenants of warranty are hereby expressly excluded therefrom.

In Witness Whereof, the said party of the first part, as such Mayor, has hereunto set his hand and seal, and has caused to be affixed the corporate seal of said City of San Jose, the day and year first above written

{City Seal} J. A. Quinby {L. S}
Mayor of the City of San Jose

Ack'g'd Jany. 17-1867.
Before A. E. Pomeroy County Clerk
per. Chas. Silent Deputy Clerk

Recorded Mar. 22-1867
Liber "W" of Deeds pp. 260.

Note. Deeds to D. Murphy & L Schellen above referred to are set forth on following pages

Francis E. Spencer
James C. Cobb and
William Daniels
As the Board of Commission=
ers of the Funded Debt of the
City of San Jose.

To

Louis Scheller.

# Deed

Dated Dec. 16-1864.

Cons. $31.32-

Do remise, release and quit claim unto the said party of the second part, and to his heirs and assigns forever, all the right, title and interest of the said parties of the first part, as said Board of Commissioners, acquired by them by, through or under a certain deed of con=veyance from the City of San Jose, bearing date August 4- A.D. 1858, and recorded in the office of the County Recorder of the said Santa Clara County, on pages 672 and 673 in Book "L" of Deeds, in and to two undivided thords of all that certain tract of land situate in the Southerly part of the City of San Jose in the County of Santa Clara in the State of Califor=nia and being on the Island heretofore called Gulnick and Fisher's Island bounded as follows, viz: Beginning at

a point in the middle of the Guadalupe river which point is at the dam where the water was taken from said river by the old Acequia and is at the S. W. corner of lands of Wm. T Buck thence running from said point along the middle of said Acequia N 41° E 2.15 chains to station, thence N. 46¼° E 3.29 chains to station thence N 66° E. 2.80 chains to station, thence N. 59° E. 6.30 chains to station thence N 12° W 5.80 chains to station, thence N 50½° E. 5.36 chains to station, thence N. 28½° E 3.34 chains to station at the head of the Mill Race and thence along said Mill Race N 11° W 3.18 chains and N. 24¼° W. 3.21 chains and N. 17° E. 1.11 chains to the middle of the Arroyo de los Tulares thence meandering down said Arroyo N 28° W 2.18 chains to station, thence N. 20° E. 1.76 chains to stake marked "A" standing in the middle of said Arroyo and thence leaving said Arroyo S. 59½° W. 21.50 chains to the Guadalupe river and thence meandering the middle of said river up stream to the place of beginning and Containing 37.$\frac{48}{100}$ acres, all courses True Meridian.

(Sgd) James C. Cobb (L.S.)
Wm. Daniels (L.S.)
Frs. E. Spencer (L.S.)

Ackgd Dec. 17-1864.

By

James C. Cobb, William Daniels and Francis E. Spencer as private individuals and not as Commissioners.

Before

Tyler Beach N. P.

Recorded Feb. 9-1865

Liber "T." Deeds pp. 258.

Francis E. Spencer
James C. Cobb and
William Daniels
As the Board of Commission=
ers of the Funded Debt of the
City of San Jose.

To

Daniel Murphy

# Deed.

Dated Dec. 16-1864.

Cons. $15.66.

Do remise, release and quit claim unto the said party of the second part, and to his heirs and assigns forever, all the right, title and interest of the said parties of the first part, as said Board of Commissioners, acquired by them by, through or under a certain deed of conveyance from the City of San Jose, bearing date August 4th A.D. 1858, and recorded in the office of the County Recorder of the said Santa Clara County, on pages 672 and 673, in Book L of Deeds, in and to one undivided third of all that certain tract of land situate in the Southerly part of the City of San Jose in the County of Santa Clara in the State of California and being on the Island heretofore called Gulnack and Fishers Island bounded as follows, viz: beginning at a point in the mid=

dle of the Guadalupe river which point is at the dam where the water was taken from said river by the old Acequia and is at the S. W. corner of Wm. Buck's land, thence running from said point along the middle of said Acequia N 41° E 2.15 chains to station thence N 46¼° E. 3.29 chains to station, thence N. 66° E. 2.80 chains to station, thence N 59° E. 6.30 chains to station, thence N. 12° W. 5.80 chains to station, thence N. 50½° E. 5.36 chains to station, thence N. 28½° E. 3.34 chains to station at the head of a Mill Race, thence along said Mill Race N. 11° W 3.18 chs. and N. 24¾° W. 3.21 chains and N 17° E 1.11 chains to the middle of the Arroyo de los Tulares, thence meandering down said Arroyo N 28° W. 2.18 chains to station, thence N. 20° E. 1.76 chains to stake marked "A" standing in the middle of said Arroyo, thence leaving said Arroyo S. 59½° W. 21.50 chains to a point in the middle of the Guadalupe river, thence meandering up the middle of said river to the place of beginning and Containing 37.48 acres. Courses all true Meridian.

(Sgd) James C. Cobb (L.S.)
Wm. Daniels (L.S.)
Frs. E. Spenar (L.S.)

Ack'gd Dec 17-1864.

By

James. C. Cobb, William Daniels and Francis E. Spencer, as private individuals and not as Commissioners.

Before

Tyler Beach N.P.

Recorded Aug. 15-1865

Liber "N" Deeds pp. 38.

Note. No further search made as to grantee

S. M. Meges.
by
Sydney L. Johnson
his Attorney in fact
To
Louis Scheller.

# Deed

Dated Oct. 5-1868

Cons. $7000.00

Grant, bargain and sell, convey and confirm unto the said party of the second part and to his heirs and assigns forever. All that certain tract or parcel of land lying and being in the City of San Jose County of Santa Clara and State of California and beginning at a Laurel Tree standing on the S. bank of the Arroyo de las Tulares and running thence S 56° 45' W. 2.60 chains to the Guadalupe River, thence up said river with the following courses and distances S. 5° 45' E. 3.75 chains S. 7° E 2.35 chains S 11° 15' E. 3.40 chains, S. 36° E. 2.54 chains S 43° 30' W. 95 links S. 10° 15' E. 2.57 chains. S. 5° 30' W. 3 chains and S. 30° 15' E 5.14 chains, thence leaving said river N 47° E 1.28 chains N 20° E 3.16 chains, N. 17° 20' E 4.27 chains N 4° 15' E 1.23 chains N 57° E. 4.50 chains to a blazed oak tree thence N. 57° E 8.75 chains to the Arroyo de las Tulares; thence down said Arroyo with the following courses and distances

N 41° 30' W 8 chains S 18° 30' W 1.80 chains S 72° 5' W 6 chains, N 14° W 2.25 chains, S 82° W 3 chains and N 61° W 4.67 chains to the place of beginning and being known as the Northern part of the "Isla de las Canoas" sometimes "Gulnac Island" and containing 23 9/10 acres of land and being bounded N Easterly by the Arroyo de las Tulares de Canoas, Southerly by land in possession of D. Murphy and L. Scheller and S. Westerly by the Guadalupe River.

(Sgd) S. M. Mezes (Seal)
By his Attorney in fact
Sidney L. Johnson.

Witness
Henry Haight

Ackgd Oct. 5-1868
By Sidney L. Johnson
as the Attorney in fact of
S. M. Mezes.

Before
Henry Haight N. P.
City and County of San Francisco

Recorded Oct 6-1868
Liber "11" Deeds pp. 232.

L. M. Meyes

To

Sidney L. Johnson.

General Power of Attorney

Dated June 17- 1867.

To ask demand, sue for recover and receive all sums of money due, and to give acquittances or other efficient discharges therefor and to bargain, contract, agree for purchase receive and take lands and accept deeds and other assurances therefor, to lease let demise bargain, sell, remise release convey mortgage and hypothecate lands &c upon such terms and conditions as he shall think fit and to make, do and transact all and every kind of business of what nature or kind soever, and to sign and seal acknowledge and deliver such deeds &c as fully as I might or could do if personally present.

Ack'gd June 17- 1867

Before Henry Naight N. P.

City and County of San Francisco

Recorded July 19- 1867.

Liber "B" Powers of Attorney p. 167

Louis Scheller

To

Joseph G. Argues

Mortgage

Dated Nov. 28-1868

Given to secure the payment of $4500.00.

Covers property under search

Recorded Dec 1-1868

Liber "M". Mtgs. pp. 418.

Satisfied in full on Margin of Record March 10-1870

By J. G. Argues.

Attest Jos. R. Johnson Recorder

By Henry Uhlbrook Deputy

A. Greeninger
Daniel Murphy
John Ballach
Louis Scheller
To
The City of San Jose

# Deed

Dated June 18-1874.

Cons. $1.00

Grant, bargain and sell convey and confirm unto the said party of the second part and to its successors heirs and assigns forever. All that certain piece of land situate lying and being in the said City of San Jose and bounded and described as follows to wit: Commencing at a point in the Northerly line of land of Daniel Murphy where the same is intersected by the Westerly line of Orchard Street and thence running Southerly in prolongation of said Westerly line of Orchard Street, to the Southerly line of land of Louis Scheller, thence Easterly 60 feet, thence Northerly and parallel with said prolongation of said Westerly line of Orchard Street and to the said Northerly line of land of Daniel Murphy at a point where said last named line is intersected by the Easterly line of said Orchard Street and thence West=

erly along said line of land of Daniel Murphy to the place of commencement.
Being the extension Southerly of Orchard Street and the said land is hereby conveyed and dedicated as and for a public street forever and for no other use or purpose.

(Sgd) A. Greeninger (Seal)
J. Balbach (Seal)
Louis Scheller (Seal)
Dan. Murphy (Seal)

Witness to signature of Daniel Murphy
John T. Colahan

Ack'gd June 23-1874.
By A. Greeninger, John Balbach and Louis Scheller.
Before
John T. Colahan N.P.

Ack'gd Aug 13-1874
By Daniel Murphy
Before John T. Colahan N.P.

Filed in office of the City Clerk Aug. 17-1874
M. Maze, City Clerk.

Presented and read to the Mayor and Common Council and by them received accepted and approved. Aug 17-1874

M. Maze City Clerk

Recorded Aug 18-1874.

Liber "10" Deeds pp. 509.

Louis Scheller
To
Michael Filipini

Deed

Dated June 27-1883

Cons $400.00

Grant bargain sell convey and confirm unto the said party of the second part and to his heirs and assigns forever all that certain lot piece or parcel of land situate lying and being in the City of San Jose County of Santa Clara State of California and bounded and particularly described as follows to wit Commencing at a point on the Easterly line of Orchard Street being distant 70 feet Southerly from the intersection of Grant Street (with Orchard St) and running thence Easterly 125 feet thence at right angles Southerly 50 feet thence at right angles Westerly 125 feet to the Easterly line of Orchard Street thence at right angles Northerly along the Easterly line of Orchard Street 50 feet to the place of beginning

(Sgd) Louis Scheller (Seal)

Ackgd June 27-1883
Before H W Wright N.P.

Recorded June 27-1883
Liber "68" Deeds Pg 470

Michael Filipini

To

Jennie C Gould.

Mortgage

Dated Jany 21-1884

Given to secure payment of $100

Covers property under search

Recorded Jany 22-1884

Liber "57" Mtgs pg 384

Satisfied in full by written Release of Mortgage dated March 11-1885 duly signed and Acknowledged and Recorded in Liber T Release of Mortgages page 414

Louis Schuller

To

Michael Filipini

Deed

Dated Feby 9-1884

Gns $150 00

Grant bargain and sell convey and confirm unto the said party of the Second part and to his heirs and assign forever all that certain lot piece or parcel of land situate lying and being in the City of San Jose County of Santa Clara and State of California and bounded and particularly described as follows to wit Beginning on the East line of Orchard Street at a point distant 50 feet Southerly from the Southern line of Grant Street and running thence Southerly and along said Easterly line of Orchard Street 70 feet thence Easterly and parallel with Grant Street 125 feet thence Northerly and parallel with Orchard Street 70 feet and thence Westerly and parallel with Grant Street 125 feet to the place of beginning. The lot intended to be conveyed to said party of the Second part by deed dated June 27th 1883 is included in the description herein

(Sgd) Louis Schuller (Seal)

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Acknd Before D J Porter J.P. Feby 9-1887

Recorded Feby 11-1887
Liber "73" Deeds Pp 65

Michael Filipovi

To

Louis Scheller

Mortgage

Dated Feby 9-1884

Given to secure the payment of $150.00
Covers property under search

Recorded Feby 11-1884
Liber 55 Mtgs pp 206

Satisfied in full on Margin of record
March 11-1885 by
Louis Scheller

Attest
J M Pitman County Recorder
By Geo Fulthorston
Deputy

In the Justices Court in and for the City of San Jose County of Santa Clara.

W W Kirkland
Plaintiff

vs

M Filipini
Defendant

Copy Writ of Attachment

Dated April 12-1884

Demand $90.00 and interest from Jany 2-1882 at 1% per month besides the costs

(Sgd) Wm P Vance
Justice of the Peace in and for the City of San Jose

I hereby certify that I received the annexed writ on the 12th day of April A.D. 1884 and by virtue thereof did on the 18th day of April 1884 levy and attach all the right title and interest of said Defendant M Filipini in and to the following Real Estate situate lying and being in the County of Santa Clara State of California bounded and described as follows to wit Lot 70 feet by 125 feet and lying 50 feet South from the Southerly line of Grant Street on the East line of Orchard Street in the City of San Jose

(sgd) R J O'Hanlon Constable
By Geo W Parker
Deputy Constable

San Jose April 18-1884

Recorded April 18-1884
Libr "4" att pp 201

1884

April 12 Promissory Note of Mich Filipini filed
Copy of Note
Mono San Luis Obispo County California
January 2-1882 $90.00
Nine months after date for value
received I promise to pay to the order
of W W Kirkland Ninety Dollars
in U.S. Gold Coin with interest
at one percent per month until
paid
Mich Filipini

" " Summons issued

" " Affidavit for Attachment filed

" " Undertaking for Attachment filed

" " Attachment issued

" 19 Summons returned with certificate
of the Constable of personal service

1884

April 19 of same on defendant M Filiponi in the City of San Jose on April 14-1884 and filed

" " Writ of attachment returned and filed Shows Levy by Constable on April 18-1884 upon all the right title and interest of said defendant M Filiponi in and to a Lot 70 feet by 125 feet and lying 50 feet South from the Southerly line of Grant Street on the East line of Orchard Street in the City of San Jose

" 22 Judgment rendered in favor of Plaintiff and against Defendant for 114 $^{90}$

May 8 1885 Writ of Execution issued

Mar-12 Writ of Execution returned satisfied by sale of Lot 70 feet by 125 feet lying 50 South from the Southerly line of Grant Street on the East line of Orchard Street in the City of San Jose to W W Kirkland on June 9-1884 for $128 $^{90}/_{100}$ Expenses of sale $28 $^{00}$

In the Justices Court in and for the City of San Jose In the County of Santa Clara State of California

W W Kirkland
Plaintiff

vs

M Filipini
Defendant

The People of the State of California To the Sheriff or any Constable of the County of Santa Clara. Greeting Whereas a Judgment was rendered before me a Justice of the Peace in and for the City of San Jose in said County of Santa Clara on the 22d day of April 1884 against M. Filipini and in favor of W W Kirkland for the sum of $114 90 These are therefore to command you &c to levy and cause to be made by distress and sale the said amount of $114 90 debt costs of suit together with the costs that may accrue And of this writ make legal service and due return within 60 days from the date hereof.

Given under my hand this 8th day of May 1884.

Wm P Vinor Justice of the Peace in and for the City of San Jose

Recorded writ on May 8th 1884 and by virtue

thereof did on the 9th day of May 1884 levy upon and attach all the right title and interest of said Defendant M Filipini in and to the following real estate situate lying and being in the County of Santa Clara State of California bounded and described as follows to wit Lot 70 feet by 125 feet lying 50 feet South from the Southerly line of Grant Street on the East line of Orchard Street in the City of San Jose.

(Sgd) R J McFaulon Constable
By Geo W Parker
Deputy Constable

San Jose May 9-1884

Recorded May 9-1884
Liber 2 Executions pp 448

In the Justices Court in and for the City of San Jose County of Santa Clara State of California

W W Kirkland

vs

M Filipini

Certificate of Constable Sale

Dated June 7 - 1884

F. R. T O'Hanlon Constable of San Jose Township &c do certify that by virtue of an execution to me directed issued out of the office of the Justices Court in and for the City of San Jose Santa Clara County on the 8th day of May AD. 1884 which judgment was obtained before said Justices Court on the 22d day of April AD 1884 and docketed in the office of said Justices Court on the 22d day of April 1884 in favor of W W Kirkland and against M Filipini for the sum of $114 90/100 debt and by me received on the 8th day of May AD. 1884 by which I was commanded to make the said amount of debt and costs and accruing costs to satisfy the Judgment in the Execution mentioned &c I did on the 9th day of May 1884 levy upon all the right title and interest of M Filipini of in and to the

following real estate situate lying and being in the County of Santa Clara State of California bounded and described as follows to wit Lot 70 feet by 125 feet lying 50 feet South from the Southerly line of Grant Street on the East line of Orchard Street in the City of San Jose and that the same was sold by me to W W Kirkland for the sum of $128 00/100 he being the highest bidder thereof that said sale was duly made on the 7th day of June AD. 1884 &c and that the said sale will become absolute at the expiration of 6 months from this day unless said real estate is redeemed at which time the purchaser will be entitled to a conveyance pursuant to law unless the said property shall be redeemed as aforesaid

(Sgd) R T Ashauer
Constable of San Jose
Township

Recorded March 11-1885
Liber "2" Cert of Sales pp 291

R J O'Kaulen
Constable of
San Jose Township
To
W W Kirkland

Deed

Dated Feby 11-1885

Cons #

Recites execution issued out of Justices Court in and for the City of San Jose County of Santa Clara the 8th day of May 1884 upon a judgment recorded in the said Court on the 22d day of April 1884 in favor of W W Kirkland and against M Filipini The said Constable in obedience to said command did levy on, take and seize all the right title interest claim and demand which the said judgment debtor M Filipini so had to the lands tenements real estate and premises hereinafter particularly set forth and described with the appurtenances and did on the 7th day of June 1884 sell all the right title interest and claim of said judgment debtor M Filipini in and to the said premises at public auction in front of the Court House in the City of San Jose County of Santa Clara after having first given due notice of the time and place of such sale according to law

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at which sale all the right title interest and claim of said judgment debtor M. Filipini in and to the said premises were struck off and sold to the said second party for the sum of $128.00 Gold Coin the said second party being the highest bidder and that sum being the highest sum bid for the same whereupon the said Constable after receiving said sum of money gave to said party such Certificate of sale as is by law directed and a duplicate was duly filed in the County Recorders office of said County and whereas six months after said sale have expired without any redemption of said premises having been made Now &c does grant bargain sell convey and confirm unto Second party and to his heirs and assigns forever all the right title and interest and claim which said judgment debtor M Filipini had on the said 9th day of May 1884 or at any time afterwards or now has in and to all that certain lot of land in the City of San Jose County of Santa Clara State of California bounded and particularly described as follows to wit Lot seventy (70) feet by one hundred and twenty five (125) feet lying fifty (50) feet South from the Southerly line of Grant Street on the East line of Orchard Street in the City of San Jose

(sgd) R T O'Hanlon (Seal)

Constable of San Jose
Township of the said
County of Santa Clara
State of California

Ackgd March 11-1885 ✓
By R T O'Haulon, formerly
Constable of the Township
of San Jose
Before James B Capp N.P.

Recorded March 11-1885 ✓
Book 76 of Deeds pp 606

Note A certified copy of the Certificate of sale is recorded in Book 2 of Sheriffs Certificates p 291

W W Kirkland

by

J R Wilson

Tax Collector

To

Frank Collins

Certificate of Tax Sale

City Taxes 1885-86

Dated Feby 26-1886

Amt $3.32

70 feet on East side of Orchard Street by depth to land of J Gaggioni lying next North of land of Schiller

Recorded March 3-1886

Liber 2 Cert Tax Sales pp 145

Redeemed at request of W W Kirkland this 25th day of June 1886

F M Pihman County Recorder

By N E Farmer Deputy

# Taxes

## State City and County.

1876.77 to 1886.87 Paid
1887.88 Now a lien.

## No Judgment liens

San Jose October 1. 1887 9 a.m.
Edwards & Pitman
Searchers of Records

# ABSTRACT

—OF THE—

# PUEBLO TITLE,

Derived under Acts of the Legislature of the

# STATE OF CALIFORNIA,

—THROUGH THE—

## COMMISSIONERS OF THE FUNDED DEBT

—OF THE—

# CITY OF SAN JOSE.


COMPILED BY

THOMAS H. CORDELL AND EDWARD HALSEY,

Searchers of Records,

SAN JOSE, CAL'A.



EDWARDS, & PITMAN,
SEARCHERS OF RECORDS,
43, KNOX BLOCK.
SAN JOSE, — CAL,



EDWARDS, & PITMAN,
SEARCHERS OF RECORDS,
43, KNOX BLOCK.
SAN JOSE, — CAL,



SAN JOSE, CAL.
McNeil Bros., Steam Book and Job Printers, 382 to 388 First St.
1883.


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# REFERENCES

## To Statutes of the State of California.

### Statutes of 1856.

Chapter CXXXVI.

An Act to authorize the Funding of the Debt of the City of San Jose, and to Provide for the Payment of the same. [Approved April 19th, 1856.]

### Statutes of 1858.

Chapter CCXXXIII.

An Act to authorize the Funding of the Unfunded Debt of the City of San Jose, and to Provide for the payment of the same. [Approved April 21st, 1858.]

# REFERENCES

## To Proceedings of the Board of Trustees

## of the City of San Jose.

### MAY 17, 1858.

Resignation of Thomas Fallon accepted.

[Page 265.]

## JUNE 10, 1858.

Election of S. O. Houghton to fill vacancy created by resignation of Thomas Fallon.

[Page 266.]

## JUNE 16, 1858.

Bond of William Daniels, James C. Cobb and Sherman O. Houghton, in the penal sum of $15,000, filed.

[This bond is not approved by any person or Court.]

Oath of office taken before J. R. Weller, J. P., (of Milpitas Township) June 11, 1858.

## AUGUST 2, 1858.

The "Ordinance to carry into effect the Act concerning the Funding of the Unfunded Debt of the City of San Jose, approved April 21, 1858," was taken up, amended and adopted.

[Page 269.]

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THE CITY OF SAN JOSE,
By PETER O. MINOR,
President of the Board of Trustees.

—— TO ——

WILLIAM DANIELS,
JAMES C. COBB and
S. O. HOUGHTON,
Commissioners of the Funded Debt of the City of San Jose.

# DEED

*Dated* ..... *August 4, 1858.*

## CONSIDERATION—PREMISES.

WHEREAS, William Daniels, James C. Cobb and Sherman O. Houghton, have duly qualified as Commissioners of the Funded Debt of the City of San Jose, in accordance with the requirements of an Act of the Legislature of the State of California, approved April 21, 1858, entitled, "An Act to Authorize the Funding of the Unfunded Debt of the City of San Jose, and to provide for the payment of the same," and whereas, the Board of Trustees of the City of San Jose did, on August 2, 1858, by an ordinance passed by them and duly approved, August 2, 1858, authorize, empower and direct P. O. Minor, President of the Board of Trustees, to make, execute, acknowledge and deliver to said Commissioners a deed of conveyance, conveying to said Commissioners all the property, and rights, titles and interest in property belonging to said City, together with lands, and rights in lands, or claims to the same, held or owned by the former Pueblo de San Jose de Guadalupe, and all the Pueblo rights of said Pueblo, in trust for the payment of the debts of said City; now, therefore, I, Peter O. Minor, President of the Board of Trustees of the City of San Jose, in behalf of said City, by virtue of the authority conferred upon me by said ordinance, in consideration of the premises, grant, bargain, sell and convey unto William Daniels, James C. Cobb and S. O. Houghton, Commissioners of the Funded Debt of the City of San Jose, and to their successors in office, all those certain lands lying in the County of Santa Clara, State of California, to wit: All the property, and rights, titles and interests in property belonging to said City, together with the lands and rights in lands, or claims to the same, held or owned by the former Pueblo de San Jose de Guadalupe, and all the Pueblo rights of

said Pueblo, upon trust, to sell and dispose of the same in such manner as they may deem the best interests of said City require, and apply all the moneys which shall be received by them from the sales of said lands to the payment of the Funded Debt of the City of San Jose, after paying the necessary expenses of said Board of Commissioners.

Acknowledged.....August 23d, 1858.

Before JOHN B. HEWSON,

County Clerk of Santa Clara County.

Recorded.....September 4th, 1858.

Liber "L" of Deeds, Page 672.

# REFERENCE

## To Statutes of the State of California.

### Statutes of 1859.

Chapter XCII.

An Act supplementary to and amendatory of "An Act to Authorize the Funding of the Unfunded Debt of the City of San Jose, and to provide for the payment of the same," approved April 21st, 1858.

[Approved March 7, 1859.]

# REFERENCE

## To Proceedings of the Common Council

### of the City of San Jose.

**MAY 2, 1859.**

Resignation of William Daniels as one of the Board of Commissioners of the Funded Debt offered and accepted.

[Page 265.]

**MAY 9, 1859.**

Clerk instructed to present resignation of William Daniels, and request him (Daniels) to direct it properly.

[Page 296.]

## MAY 14, 1859.

William Daniels released from his bond as one of the Commissioners of the Funded Debt.

[Page 298.]

## JUNE 6, 1859.

Lawrence Archer elected to fill vacancy created by the resignation of William Daniels.

[Page 300.]

## JUNE 24, 1859.

Bond of James C. Cobb, Sherman O. Houghton and Lawrence Archer in the penal sum of $15,000.

(No endorsement or memorandum of filing.)

Oath of office annexed, sworn to before Thomas Fallon, Mayor, June 24, 1859.

## FEBRUARY 3, 1861.

"Resignation of Mr. Archer as a member of the Board of Fund Commissioners was accepted, and Judge Daniels unanimously chosen to fill the vacancy." [Page 376.]

## FEBRUARY —, 1861.

Bond of J. C. Cobb, S. O. Houghton and William Daniels. Oath of office taken by Daniels before R. B. Buckner, Mayor of the City of San Jose.

# REFERENCE

## To Statutes of the State of California.

## Statutes of 1862.

### Chapter CXXVI.

An Act supplementary to an Act entitled "An Act to authorize the Funding of the Unfunded Debt of the City of San Jose, and to provide for the payment of the same, approved April 21st, 1858."

[Approved April 8th, 1862.]

## Statutes of 1863.

### Chapter CXLII.

An Act to amend an Act entitled "An Act to authorize the Funding of the Unfunded Debt of the City of San Jose, and to provide for the payment of the same, approved April 21st, 1858."

[Approved April 6th, 1863.]

# REFERENCE

## To Proceedings of the Common Council

### OF THE CITY OF SAN JOSE.

### NOVEMBER 14, 1864.

Resignation of S. O. Houghton one of the Board of Commissioners of the Funded Debt of the City of San Jose presented and laid over. [Page 241.]

### NOVEMBER 15, 1864.

Resignation of S. O. Houghton as one of the Board of Commissioners of the Funded Debt of the City of San Jose accepted. Ordinance passed and approved appointing Francis E. Spencer a Commissioner of the Funded Debt of the City of San Jose. [Page 242.]

### NOVEMBER 25, 1864.

Bond of William Daniels, James C. Cobb and Francis E. Spencer in the penal sum of $15,000. Oath of office (of all) appended, sworn to before Jas. A. Clayton, County Clerk Santa Clara County.

# REFERENCE

## To Statutes of the State of California.

### Statutes of 1866.

Chapter XXIX.

An Act to abolish the Board of Commissioners of the Funded Debt of the City of San Jose.

[Approved January 17th, 1866.]

Francis E. Spencer,
James C. Cobb, and
William Daniels,
Commissioners of the Funded Debt of the City of San Jose,

—— to ——

The Mayor and Common Council
of the City of San Jose, and their successors in office:

### DEED

Dated ..... January 26th, 1866.

### Consideration—Authority Conferred and $1.

Whereas, All of the indebtedness of the City of San Jose which existed on the 21st day of April, 1858, and all of the indebtedness of said city, which was authorized to be funded by virtue of an Act approved April 21st, 1858, has been fully paid; and, whereas, the Legislature of the State of California passed "An Act entitled an Act to abolish the Board of Commissioners of the Funded Debt of the City of San Jose," approved January 17th, 1866, wherein it is expressly provided that said Commissioners, or a majority thereof, are required to convey to the "Mayor and Common Council of the City of San Jose," on the application of the Mayor thereof, all the property and rights, titles and interests in property belonging to said Commissioners, together with lands and rights in lands, or claims to the same, held or owned by the former Pueblo de San Jose; and, whereas, the said Mayor of the City of San Jose did, January 25th, 1866, make a demand on said Board of Commissioners of the Funded Debt requiring said Board to make, execute and deliver a proper deed of conveyance from said Board to said "Mayor and Common Council" of all the property, rights, titles and interests in property belonging to said Commissioners which remained in their hands unsold on the 17th day of January, A. D. 1866.

Now, therefore, do grant, bargain, sell and convey unto the "Mayor and Common Council of the City of San Jose," and their successors in office, in trust, for the use and benefit of said City and the citizens thereof, all those certain lands lying in the County of Santa Clara, State of California, to wit: All the property belonging to said Commissioners, as such, rights, titles and interests in all the lands, and claims to any and all the lands held or owned by the former Pueblo de San Jose de Guadalupe, meaning thereby all the right, title, claim and interest in the property and lands aforesaid acquired by said Board of Commissioners by a certain deed of conveyance to said Board, made and executed by P. O. Minor, as President of the Board of Trustees of the City of San Jose, dated on the 4th day of August, A. D. 1858, and recorded in Book L of Deeds, pp. 672, etc., in the office of the Recorder of the County of Santa Clara, excepting from this conveyance, however, all such lands as may have been heretofore sold to private persons by said Commissioners.

Acknowledged.....February 3d, 1866.

Before CHARLES G. THOMAS, N. P.

Recorded.....February 6th, 1866.

Liber "U" of Deeds, page 589.

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# THE UNITED STATES OF AMERICA,

TO

## The Mayor and Common Council of the City of San Jose, their Successors and Assigns.

# PATENT.

*Dated*.....*June 4, 1884.*

THE UNITED STATES OF AMERICA, TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

*Whereas*, It appears from a duly authenticated Transcript, filed in the General Land Office of the United States, that, pursuant to the provisions of the Act of Congress, approved the third day of March, Anno Domini one thousand eight hundred and fifty-one, entitled "An Act to ascertain and settle the Private Land Claims in the State of California," The City of San Jose, by its Mayor and Common Council, filed a petition on the fourteenth day of July, A. D., one thousand eight hundred and fifty-two, with the Commissioners to ascertain and settle the Private Land Claims in the State of California, sitting as a Board in the City of San Francisco, in which petition it claimed the confirmation of its title to a tract of land known by the name of "Pueblo of San Jose de Guadalupe," situate in the then County of Santa Clara and State aforesaid.

*And Whereas*, The Board of Land Commissioners aforesaid on the fifth day of February, A. D. one thousand eight hundred and fifty-six, rendered a decree of confirmation in favor of the claimant, which decree or decision having been taken by appeal to the District Court of the United States for the Northern District of California, the said District Court, at a stated term, on the sixth day of August, A. D. one thousand eight hundred and fifty-seven, in the cause entitled "The Mayor and Common Council of the City of San Jose vs. The United States," rendered its decree as follows, to wit:

"Appeal from the final decision of the Commissioners to ascertain and settle Private Land Claims in the State of California. The claimants claim the land included within the boundaries of the former 'Pueblo of San Jose de Guadalupe,' according to its ancient boundaries, and the cause having been heard upon appeal from the decision of the Commissioners aforesaid upon the transcript of the proceedings before the said Commissioners, their decision, and the papers and evidence on which said decision was founded, and the same having been argued by the District Attorney on behalf of the United States, and by F. M. Haight and Joseph B. Crockett on behalf of the claimants representing the said Pueblo, and due deliberation being thereupon had,

"The said Court, in pursuance of the laws of Congress, in that case made and provided, doth order, judge and determine, that the claim of the claimants to the land included within the ancient limits of the said Pueblo of San Jose be confirmed to said claimants, or their legal representatives, according to the ancient boundaries of said Pueblo, as ascertained by the orders and decrees of the former Governments of California, the map and surveys in evidence and the testimony of witnesses in the case, as set forth in the said transcript of the proceedings of the said Commissioners sent to this Court."

And thereafter, the mandate of the Supreme Court of the United States dismissing the appeal taken in this cause having been presented and filed in the said District Court of the United States for the Northern District of California, the said District Court on the thirteenth day of June, A. D. one thousand eight hundred and sixty-six in the cause entitled "The United States vs. The Mayor and Common Council of the City of San Jose Pueblo Lands," rendered the following decree, viz.:

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" Now, therefore, on motion of Francis E. Spencer, Esq., of counsel for the Mayor and Common Council of the City of San Jose, aforesaid, it is ordered, adjudged and decreed, in conformity with the said mandate of the said Supreme Court, that the claim of the Mayor and Common Council of the City of San Jose, the claimants to the land included within the ancient limits of the Pueblo of San Jose, be confirmed to said claimants, or their legal representatives, according to the ancient boundaries of said Pueblo, as ascertained by the orders and decrees of the former Governments of California, the map and surveys in evidence, and the testimony of witnesses in the case, as set forth in the transcript of the proceedings sent to the said Supreme Court

" It is further ordered, adjudged and decreed by this Court that the boundaries of the said claim, being the same with those of the former Pueblo of San Jose, shall be ascertained and surveyed as follows: Beginning at a point in the woods at a live oak tree in the dividing line between said Pueblo and what were formerly known as the lands of the Mission of San Jose, and if said tree is gone, where the same was in March, 1838, running thence a southeast course, which passes through the mountains which are called Las Buellas, Pala San Felipe, Las Animas and Aguas de las *Slagas*, to a monument of stone erected in March 1838, and having reference to all the land-marks on this line and to the monument of stone in the middle of Pala,—this line is in length eleven and one-half leagues and its southern termination the southeast corner of the ancient limits of the said Pueblo and of the land hereby confirmed to the claimants. Then commencing again at the point first mentioned, being the said live oak tree, or its former situation, and running in a line from the northeast by east to southwest by west to the Embarcadero of the Guadalupe to the last live oak which is seen on the bank of the River Guadaloupe, or where the same was in March, 1838, being two leagues and eight hundred varas for the length of this line, and the same passing near the house formerly occupied by Jose Higuera, and distant from it four hundred and ten varas, the house being on the northerly side of this line.

"Thence up the River Guadaloupe to its source, and thence running with a line corresponding with the course of said river as near as may be, and which is nearly from southeast to northwest, and having reference to monuments of stone formerly placed on this line, the last of which and the termination of this line, was placed on the apex of a little hill which is at the foot of the mountain called 'Parage de los Capitancillos,' including part of the oak grove now, or formerly, at this place, and including all the Willow Grove now, or formerly, at the source of said river.

"Thence from said point at the foot of said mountain 'de los Capitancillos' to the creek called Las *Slagas* at, or near its source, and at such point, as will make the distance from where said line strikes said creek, to the southeastern point before ascertained, the same length as the distance from the starting point in the survey to the Embarcadero, that is, two leagues, eight hundred varas, thence from said point, last ascertained, to the southeastern corner of said tract before ascertained. In making the survey and ascertaining the preceding lines reference will be had to the survey and map of the Pueblo by the Commissioners Castro, Gulnac and Salvio Castro in March 1838, and to the survey of Joseph Arguello under date of the twenty-fourth day of July, 1801, signed also by the Friar Martin de Sandeta and Jose Miguel Osuna, and to the documents and depositions in the cause as to the ancient boundaries of said Pueblo of San Jose subject to the following deductions, namely, the Ranchos Las Milpitas, Rincon de los Esteros, Pala, Yerba Buena, Canada de Pala, San Felipe de las Animas, Laguna Seca, Santa Teresa, San Juan Bautista, Los Captancillos, San Vicente, Las Uvas, Ojo Agua de la Coche, San Francisco de las *Slagas*, and also such other parcels of land as have been by grants from lawful authority vested in private proprietorship and have been finally confirmed to parties claiming under said grants by the tribunals of the United States, or shall hereafter be finally confirmed to parties claiming thereunder by said tribunals in proceedings now pending therein for that purpose, all of which said excepted parcels of land are included in whole or in part within the boundaries above mentioned, but are excluded from the confirmation to the Mayor and Common Council of the City of San Jose. This confirmation is in trust for the benefit of the lot holders under grants from the Pueblo, Town or City of San Jose, or other competent authority, and to any residue in trust for the use and benefit of the inhabitants of the City," whereby the proceedings of Court upon *title* became final.

And whereas, under the thirteenth section of said Act, of the third day of March, Anno Domini, one thousand eight hundred and fifty-one, and the supplemental legislation, and in accordance with the proceedings had pursuant to said act and supplemental legislation, there has been deposited in the General Land Office of the United States, a return with the descriptive notes and plat of the survey of the said claim, confirmed as aforesaid, authenticated by the signature of the United States Surveyor-General of the State of California, which descriptive notes, and plat of survey, are in the words and figures as follows, to wit:

"UNITED STATES SURVEYOR-GENERAL'S OFFICE,
San Francisco, California.

"Under and by virtue of the provisions of the thirteenth section of the Act of Congress of the third of March, 1851, entitled 'An Act to ascertain and settle the Private Land Claims in the State of California,' and of the twelfth section of the Act of Congress, approved on the thirty-first of August, 1852, entitled 'An Act making appropriations for the civil and diplomatic expenses of the Government for the year ending the thirtieth of June, 1853, and for other purposes, and whereas, the United States District Court for the Northern District of California, rendered a decision whereby it recognized and confirmed the title and claim of the Mayor and Common Council of the City of San Jose' to the tract of land designated as the Pueblo Lands of San Jose, excepting from such confirmation certain tracts or parcels of land included in whole or in part within the exterior boundaries of said tract, as appears from the certified copy of the final decree of the said District Court, a copy of which is hereto annexed, the said tract of land was surveyed in conformity to the grant thereof and the said decision, and I hereby certify that the accompanying map is a true and accurate plat of the said Pueblo Lands of San Jose, as appears by the field notes compiled from the field notes of the surveys thereof, made by G. H. Thompson and A. T. Herrmann, Deputy Surveyors, under the directions of this office, which field notes having been examined and approved, remain of record therein.

"The exterior boundaries of the said Pueblo Lands of San Jose are described in the words and figures following, to wit:

"Beginning on the Guadalupe River at a redwood post marked P. S. J. 1, set as nearly as could be ascertained at the point where the last live oak on said river was in March, eighteen hundred and thirty-eight, at the northwestern corner of the Pueblo Lands, from which post corner number three of the part of the Rancho Rincon de los Esteros confirmed to Berreyesa bears north twenty-seven degrees west, eighteen chains distant, and the southwest corner of Julio Valencia's house bears south seventy-five degrees and thirty minutes east, and running thence according to the true meridian, the variation of the magnetic needle being from sixteen degrees east to sixteen degrees and forty-eight minutes east.

1. "North, sixty-one degrees and thirty minutes east, at ten chains Julio Valencia's house bears south forty-two degrees and thirty minutes east, Five hundred and fifty-four chains to a live oak tree marked 'T,' about twenty inches in diameter, at the northeast corner of the Rancho Los Tularcitos, in the summit of a rocky chemisal point on the west side of the summit of the ridge, being the tree described in the decree as the point of beginning, or northeast corner of the Pueblo Lands, Station, from which a large mound of stones bears southwest, ten links distant.

"Thence along the line of the final survey of the Rancho Los Tularcitos, along the summit of the ridge

2. "South forty-two degrees and twenty minutes east, one hundred and seventy-six chains and sixty links, to two posts, marked respectively 'T., No. 3,' and 'P. S. J. 3,' in a stone mound, Station.

3. "Thence leaving the line of the Rancho Los Tularcitos, and continuing along summit of ridge, descending from high point, south fifty-two degrees east, four hundred chains and sixty-eight links to a post marked 'P. S. J., 4,' on line of the Rancho 'Canada de Pala,' from which, corner number three of said Rancho bears north sixty-one degrees and thirty minutes east, forty-six chains distant, a white oak one foot in diameter bears south five degrees and fifteen minutes west, thirty-four links distant, and a white oak ten inches in diameter bears south fifty-three degrees and thirty minutes east, thirty-one links distant, Station.

4. "Thence through the Rancho 'Canada de Pala,' south thirty-three degrees and forty-five minutes east, passing through the hills called 'Pala,' and on the last four miles near the eastern edge of the 'Canada de Pala,' six hundred and forty-nine chains and seventy-one links, to a post marked 'P. S. J. 5,' in a stone mound at corner number seven of the Rancho 'Canada de Pala,' and corner to sections nineteen, twenty, twenty-nine and thirty in Township seven south, Range three east, Mount Diablo meridian, on steep hillside on the east of the Arroyo San Felipe, a branch of the Arroyo Coyote, from which post, a white oak, eighteen inches in diameter, bears south fifty-three degrees west, one hundred and ninety.six links distant, a live oak, ten inches in diameter, bears south, thirty degrees east, one hundred and seventy-three links distant, and a white oak twenty inches in diameter bears north forty-three degrees and thirty minutes west, one hundred and twelve links distant, Station.

"Thence, along the hills called 'San Felipe,' leaving the Rancho 'Canada de Pala,' and running through the Rancho 'Los Huecos,' along steep broken hillsides sloping west towards the Valley of San Felipe.

5. " South twenty-four degrees and thirty minutes east, at six hundred and seven chains and seventy-three links, a post marked 'P. S. J. 6,' on the thirteenth course of the Rancho 'Canada de San Felipe y las Animas,' from which a white oak two feet in diameter bears north, seventy-four degrees and forty-five minutes east, sixty-one links distant.

" Thence, through said rancho passing two and one-half miles southwest of a grove of Pine Timber about three or four miles in extent on top of the main range of mountains.

" At seven hundred and fifty-five chains and ninety links, a post marked 'P. S. J. 6,' on line of the Rancho 'Canada de San Felipe y las Animas,' at a point eighteen chains and sixty-four links south, sixty-two degrees and forty-five minutes west from the white oak at corner number six of said rancho, from which post a white oak four inches in diameter bears north eleven degrees and thirty minutes east, one hundred and four links distant, and a white oak, eighteen inches in diameter bears north eighty-nine degrees west, one hundred and seventy-four links distant.

" Thence leaving said rancho and passing along a succession of terraces or benches on side of the hills called 'El Paso de Lagunitas.'

" At one thousand chains and ninety links a post marked 'P. S. J. 7,' in mound of stone on summit of low range of hills on line of the Rancho 'Ojo de Agua de la Coche,' twenty-four chains and ninety-two links north, fifty-two degrees and fifteen minutes west from corner number one of said rancho from which post a white oak ten inches in diameter bears north, twenty-nine degrees and thirty minutes west, one hundred and sixty-nine links distant, and a white oak one foot in diameter bears south eighty-three degrees and thirty minutes east, two hundred and fifty-six links distant.

" Thence, through the Ranchos 'Ojo de Agua de la Coche,' and 'San Francisco de las Llagas,' one thousand one hundred and thirty-four chains and forty links to a monument of stone about six feet high and eight feet at the base, on the summit of a rocky hill inside and near the north boundary of the Rancho 'San Francisco de las Llagas,' being the old southeast corner of the 'Pueblo Lands of San Jose,' from which a live oak, ten inches in diameter, bears south twenty-two degrees and thirty minutes west, one hundred and thirty-three links distant, a white oak, eight inches in diameter bears south, seventy-five degrees east, sixty-three links distant, and a live oak, sixteen inches in diameter bears north, seventy-two degrees and thirty minutes west, ninety-two links distant, Station.

" Thence, through the Rancho 'San Francisco de las Llagas,' descending low hills.

6. " South, seventy degrees and thirty minutes west, five hundred and fifty-four chains to a live oak stake four inches in diameter and four and one-half feet long, marked 'P. S. J. No. 9,' set in a large mound of rocks on steep slope falling east into Llagas head-waters, Station, from which, a live oak, fifteen inches in diameter, bears south, fifteen degrees and twenty-two minutes east, fifty-three links distant.

" Thence, through the Rancho 'Las Uvas,' on a direct course towards the 'Encino,' ascending rough mountains.

7. " North, fifty-seven degrees and forty-two minutes west, at one hundred and sixty-two chains and seventy-two links, a redwood post four inches in diameter and four and one-half feet long marked 'P. S. J. 9 A., S. 2, and L. U. R.,' in large mound of granite rocks, from which a white oak, seven inches in diameter, bears south fifty-four degrees and twelve minutes east, thirty-seven links distant, and a white oak, six inches in diameter, bears south, forty-one degrees and forty-eight minutes west, eleven and one-half links distant, said post being on the line of the 'Las Uvas' Rancho at a point south four degrees and four minutes east, twenty-one chains and fifty four links from Station 'L. U. 8.'

" Thence, leaving the 'Las Uvas' Rancho, at one hundred and eighty-nine chains and sixty-two links intersects the line between Townships nine and ten south, Range two east, Mount Diablo meridian, at a white oak stake five inches in diameter and four and one-half feet long, marked 'F. S. 2. T. 10 S. R. 2 E. F. S. 35 T. 9 S. R. 2, E. and P. S. J.'; from which post the corner to section two, three, thirty-four and thirty-five, bears north eighty-nine degrees and thirty-five minutes west, twenty-five chains and forty-five links distant, a double black oak twelve inches in diameter, bears north, fifty-three degrees and forty-two minutes west, eighty-three links distant, and a double black oak, thirteen inches in diameter, bears south, sixty-eight degrees and forty-eight minutes west, fifty-eight links distant.

" At two hundred and fourteen chains and fifty-nine links, intersects the boundary of the 'Las Uvas' Rancho, nineteen chains and ninety-five links south, eighty-five degrees and thirty-one minutes west, from 'cor. L. U, 9,' at a redwood post, four inches in diameter, and four and one-half feet long, marked 'P. S. J. No. 9, B.,' in mound of rock five feet in diameter, from which post a white oak, twenty-five inches in diameter, bears north fifty-seven degrees and thirty-eight minutes east, fifty-six links distant, and a white oak twenty inches in diameter, bears south nine degrees and forty-eight minutes west, seventy five links distant.

" Thence, through the 'Las Uvas' Rancho, at three hundred and twenty-two chains and seventy-seven links intersects the west boundary of the 'Las Uvas' Rancho at a stake four inches in diameter and four and one-half feet long, marked 'P. S. J. No. 10,' in mound of large rock standing on the west bank of the dry run about seven chains northerly, from the branch of Uvas Creek last mentioned, from which stake a white oak four feet in diameter bears south, four degrees east, forty-four links distant, a white oak, sixteen inches in diameter, bears north, forty-seven degrees and thirty minutes east, one hundred and twenty-seven links distant, and the white oak three and one-half feet in diameter at 'cor. L. U. 14,' of the 'Las Uvas' Rancho, bears south, thirty-two degrees west, nine chains and five links distant.

" Thence, leaving said Rancho, and over rough and brushy mountains, cut by deep ravines and steep brushy canons, one thousand and seventy-four chains and twenty-four links, to the large live oak tree known as 'El Encino,' seven feet in diameter and marked 'P. S. J., No. 11,' being one of the original corners of the Pueblo Lands of San Jose, and standing near the summit of a high spur of the Sierra Azul, Station.

" Thence, descending the steep and brushy sides of the Sierra.

8. " North ten degrees and fifteen minutes west, at one hundred and forty-one chains and thirty-five links intersects the southerly boundary of the Rancho 'de los Capitancillos,' confirmed to the Guadalupe Mining Company, eighteen chains and forty links north, fifty-one degrees and thirty-two minutes west, from cor 'G. M. C., No. 2,' at a redwood post four by five inches square and four and one-half feet long, marked 'P. S. J., No. 12,' in mound of earth, from which a live oak, six inches in diameter, bears north, ten degrees and fifteen minutes west, ten links distant, and a live oak stump, eighteen inches in diameter, bears south, two degrees east, sixty links distant.

" At two hundred and twenty-five chains and fifty-two links, intersects the northwesterly boundary of the Rancho 'de los Capitancillos,' confirmed to the Guadalupe Mining Company, in middle of the bed of the 'Arroyo Seco de los Capitancillos,' three hundred and forty-four chains and fifty-seven links, to a redwood post marked 'P. S. J. No. 14,' four inches square and four and one-half feet long, in mound of large granite rocks, five feet in diameter, on top of the small isolated hill described as one of the old land-marks of the Pueblo Lands of San Jose, from which post a forked white oak fifteen inches in diameter, bears north sixty-five degrees and fifteen minutes west fifty-nine links distant; a double white oak, seventeen inches in diameter, bears south seventy-four degrees and fifteen minutes east, thirty links distant; a white oak thirteen inches in diameter, bears north twenty degrees and fifteen minutes west, fifty-seven links distant, and a white oak, twenty inches in diameter, bears south ten degrees and forty minutes west, forty-two links distant, Station.

9. " Thence, descending, north, sixteen degrees east, at seven chains and thirty-five links, foot of 'Lone Hill.'

" Thence, over level land, at twenty-five chains and ninety-one links, intersects the southwestern boundary of the Rancho 'San Juan Bautista,' at a redwood stake, three inches square and four and one-half feet long, marked 'P. S. J. 15, and S. J. B.,' in mound of earth, ninety-eight chains and twenty links north, twenty-nine degrees and three minutes west, from corner 'S. J. B. No. 18,' of said Rancho, from which post a live oak twenty-eight inches in diameter, bears south fourteen degrees and forty minutes west, four hundred and eighty-seven links distant.

" Thence through the Rancho 'San Juan Bautista, three hundred and forty-nine chains and sixty-seven links, to a large mound of stone in open field, being one of the original monuments of the Pueblo Lands of San Jose, Station 'P. S. J. No. 16.'

10. " Thence, north, seventy-two degrees east, at ten chains and twenty-nine links, the west bank of the Guadalupe River, ten chains and eighty-nine links, to Station in middle of the Guadalupe River, near its source.

" Thence, meandering down stream, along the easterly boundary of the Rancho 'San Juan Bautista.'

11. " North, ten degrees and fifteen minutes west, one chain and thirty-six links to Station.

12. " Thence, north, four degrees and thirty minutes west, three chains and eighty links to Station.

13. " Thence, north, thirty-six degrees and thirty minutes west, two chains and thirty-five links to Station.

14. " Thence, north, fifteen degrees west, two chains and twenty links to Station.

15. " Thence, north, forty-five degrees west, two chains and seventy-five links to Station.

16. " Thence, north, one degree and twenty minutes west, two chains and ninety-five links to Station.

17. " Thence, north, twenty-three degrees and thirty minutes east, two chains and seventeen links to Station.

18. " Thence, north, forty degrees and fifteen minutes east, two chains and sixty-five links to Station.

19. " Thence, north, thirteen degrees east, one chain and sixty-seven links to Station.

20. " Thence, north, thirty-eight degrees and forty-five minutes east, one chain and forty links to Station.

21. " Thence, north, two degrees and forty-five minutes east, two chains and fifteen links to Station.

22. " Thence, north, sixty-nine degrees and fifty-two minutes east, one chain and ten links to Station.

23. " Thence, north, twenty-two degrees and forty-five minutes east, seventy-six links to Station.

24. " Thence, north, thirty-eight degrees and twenty minutes west, two chains and sixty-two links to Station.

25. " Thence, north, nineteen degrees and forty-five minutes east, two chains and forty-five links to Station.

26. " Thence, north, fifty-seven degrees west, one chain and sixty-five links to Station.

27. " Thence, north, thirteen degrees and thirty minutes east, one chain and three links to Station.

28. " Thence, north, seventeen degrees and thirty minutes east, two chains and six links to Station.

29. " Thence, north, nine degrees and forty-five minutes east, five chains and thirty-two links to Station.

30. " Thence, north, twenty-five degrees and fifteen minutes west, five chains and thirty-two links to Station.

31. " Thence, north, forty-one degrees and thirty minutes west, two chains and two links to Station.

32. " Thence, north, sixty-nine degrees and forty-five minutes west, four chains and fifteen links to Station.

33. " Thence, north, fifty-three degrees and fifteen minutes west, three chains and eighty links to Station.

34. " Thence, north, twenty-two degrees and forty-five minutes west, three chains and thirty links to Station.

35. " Thence, north, seventeen degrees east, thirty-eight links to Station.

" Thence, leaving the center of the Guadalupe River, and along the north line of the Rancho 'San Juan Bautista.'

36. " South, eighty-eight degrees west, at one chain and eighty-six links, a redwood stake four inches square, marked 'N., No. 21' in mound of earth with pits, on the west bank of the Guadalupe River, at sixty chains and eighty-two links, a redwood post four inches square marked 'S. J. B. No. 20,' on the high and steep east bank of Los Gatos Creek.

" Thence, crossing Los Gatos Creek, sixty-two chains and thirty-four links to Station on west bank of creek.

" Thence, following the meanders of Los Gatos Creek, down stream, and along the southeastern boundary of the Rancho 'de los Coches.'

37. " North, eleven degrees and thirty minutes east, five chains and seventy links to Station.

38. " Thence, north, thirty-two degrees and forty-five minutes east, six chains and thirty-seven links to Station.

39. " Thence, north, four degrees east, one chain and thirty links, to a redwood post three inches square, marked 'L. C. 29,' in mound of earth with pits, Station.

" Thence, crossing Los Gatos Creek, and continuing along the southeast boundary of the Rancho 'de los Coches.'

40. " North, forty-four degrees and fifteen minutes east, at five chains and thirty-five links, the high and steep east bank of Los Gatos Creek, leaves creek seventy-four chains and seventy-four links, to a Bay tree, three feet in diameter marked 'L. C. 27,' on the west or left bank of the Guadalupe River, at the most easterly point of the Rancho 'de los Coches,' Station.

" Thence, with the meanders of the Guadalupe River, down stream, to the place of beginning, containing within the boundaries of the lands described in the following descriptive notes, and designated on the accompanying plat as 'Tract No. 1,' 'Tract No. 2,' Tract No. 3,' 'Tract No. 4,' and 'Tract No. 5,' being the lands for which confimation was in this case given, fifty-five thousand, eight hundred and ninety-one and seventy-seven hundredths (55,891.77) acres, and within the boundaries of the tracts designated upon said plat as Rancho Agua Caliente, Rancho Los Tularcitos, (Higuera), Rancho Rincon de los Esteros (Ellen White), Rancho Rincon de los Esteros (Berreyesa), Rancho Rincon de los Esteros (R. Alviso, et al.), Rancho Las Milpitas, Pala Rancho, Rancho Canada de Pala,

Rancho Yerba Buena, Rancho Los Huecos, Rancho Canada de San Felipe y las Animas, Rancho La Laguna Seca, Rancho Ojo de Agua de la Coche, Rancho San Francisco de las Llagas, Rancho Las Uvas, Rancho San Vicente, Rancho de los Capitancillos (Charles Fossatt), Rancho de los Capitancillos (Guadalupe Mining Company), Rancho San Juan Bautista, Rancho Santa Teresa, and Pueblo Lot No. 6 (P. Chaboya), being the lands excepted from the confirmation in this case by special provision in the decree of the United States District Court, as aforesaid,—one hundred and thirty-two thousand, two hundred and seventy-three and sixty-three hundredths (132,273.63) acres, making an aggregate area within said exterior boundaries of one hundred and eighty-eight thousand, one hundred and sixty-five and forty hundredths (188,165.40) acres."

[Here follows descriptions by metes and bounds of certain specific tracts embraced within the exterior boundaries above set forth, viz.: Tracts number One, Two, Three, Four, and Five, of the said Pueblo Lands of San Jose, and which are so delineated upon the plat hereunto annexed, and which said plat is duly certified by said United States Surveyor-General for California,—the property under search being embraced within the boundaries, and being a part of Tract number —— of said Pueblo Lands, as so described and delineated.]

Now Know Ye, That the United States of America, in consideration of the premises, and pursuant to the provisions of the Act of Congress aforesaid, of the third of March, Anno Domini one thousand eight hundred and fifty-one, and the legislation supplemental thereto, Has Given and Granted, and by these presents Does Give and Grant unto the said the Mayor and Common Council of the City of San Jose, their successors and assigns, the tract of land embraced and described in the foregoing survey; but with the stipulation, that in virtue of the fifteenth section of the said Act, neither the confirmation of this said claim nor this patent shall affect the interests of third persons; and with the further reservation and exception from the transfer by these presents, as excepted by the aforesaid decree of the District Court of the United States for the Northern District of California, dated June thirteenth, Anno Domini one thousand eight hundred and sixty-six, namely:—"The Ranchos Las Milpitas, Rincon de los Esteros, Pala, Yerba Buena, Canada de Pala, San Felipe de las Animas, Laguna Seca, Santa Teresa, San Juan Bautista, Los Capitancillos, San Vincente, Las Uvas, Ojo Agua de la Coche, San Francisco de las *Slajas*, and also such other parcels of land have been by grants from lawful authority vested in private proprietorship and have been finally confirmed to parties claiming under said grants by the tribunals of the United States, or shall hereafter be finally confirmed to parties claiming thereunder by said tribunals in proceedings now pending therein for that purpose, all of which said excepted parcels of land are included in whole or in part within the boundaries above mentioned, but are excluded from the confirmation to the Mayor and Common Council of the City of San Jose."

To Have and to Hold the said tract of land with the appurtenances unto the said the Mayor and Common Council of the City of San Jose, their successors and assigns forever, with the stipulation, reservation and exception aforesaid.

In Testimony whereof, I, Chester A. Arthur, President of the United States, have caused these Letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

United States General Land Office SEAL.

Given under my hand at the City of Washington, this fourth day of June in the year of our Lord one thousand eight hundred and eighty-four, and of the Independence of the United States the one hundred and eighth.

By the President: CHESTER A. ARTHUR.

By Wm. H. Crook, Secretary.

S. W. Clark, Recorder of the General Land Office.

Recorded Vol. 12 pp. 341 to 426 inclusive.

Recorded, July 11, 1884. Liber "D" of Patents page 12, Records of Santa Clara County, Cal.

Continuation

of

The Foregoing Abstract.

Nothing further

Taxes

1887.88 Paid
1888.89 Now a lien.

No Judgment Liens

San Jose October 25. 1888. 9 a.m.
Edwards Pitman
Searchers of Records

# Continuation
## of
# The Foregoing Abstract.

AS TO

The same property.

W. W. Kirkland

To

J. J. Sontheimer.

MORTGAGE.

Dated Oct. 29, 1888.

To secure the payment of $500. one year after date with interest at the rate of 9 1/4 per cent per annum payable semi annually or to compound.

Mortgages premises in the City of San Jose:

Beginning at a point on the East line of Orchard Street distant 50 feet South from the South East corner of Grant and Orchard Streets: thence running South along said East line Orchard Street 70 feet: thence East at right angles 125 feet: thence North at right angles 70 feet, and thence West at right angles 125 feet to place of beginning.

Acknd. Oct. 29, 1888.

Before D.O. Anderson N.P.

Tulare Co.

Recorded Nov. 2, 1888.

Book 79 Mortgages Page 550.

Satisfied in full on the margin of the record Oct 1, 1893 by J. J. Sontheimer and duly attested by County Recorder

Howes

Entered by San Jose Abstract Company

SAN JOSE ABSTRACT TITLE AND TRUST CO.

SAN JOSE, CAL.

By Searcher

83

## TAXES.

State, County and City.

| Fiscal years | |
|---|---|
| 1888 - 89 ) To 1892 - 93 ) | PAID. |
| 1893 - 94 | Ist installment Due and payable. |
| | 2nd installment Now a Lien. |

NO JUDGMENT LIENS.

The foregoing Continuation consisting of pages 82 to 84 inclusive, made at SAN JOSE, CAL., October Fourteenth 1893, at 9 o'clock A.M.

SAN JOSE ABSTRACT, TITLE AND TRUST COMPANY.

By J C Edwards Manager.

# Continuation
# of
# Foregoing Abstract,

AS TO

THE SAME PROPERTY

W. W. Kirkland of the first part

Will S. Clayton of second part and

Sarah F. McHugh of the third part.

## D E E D  O F  T R U S T

Dated October 16,1893.

To secure the payment of $500.00 borrowed of third party

Conveys to second party (same as in foregoing mortgage Kirkland to Sontheimer)

Upon trust to be re-conveyed to first party on payment of said sum so borrowed.

Acknd. October 16, 1893.

Before Wesley Pieper, N.P.

Recorded October 17, 1893.

Book H of Trust Deeds, page 209.

Record. 87

Will S. Clayton, Trustee

To

W. W. Kirkland

RECONVEYANCE

Dated May 22, 1896.

Recites Whereas the indebtedness secured to be paid by the deed of trust executed by W.W.Kirkland to Will S. Clayton as trustee of record in Book H of Trust Deeds, page 209 for $500. has been fully paid.

Do grant, remise, release and reconvey to W.W.Kirkland his heirs and assigns, all the estate and interest derived to me by or through said deed of trust in the lands situate in the City of San Jose, and therein described.

Acknd. May 22, 1896.

Before Wesley Pieper, N.P.

Recorded May 23, 1896.

Book 191 of Deeds, page 256.

## T A X E S

### STATE, COUNTY AND CITY

Fiscal years

1893-94)
)
to * Paid
)
1897-98)

NO JUDGMENT LIENS.

The foregoing CONTINUATION consisting of pages 85 to 86 inclusive, made at SAN JOSE CALIFORNIA JANUARY THIRTEENTH 1898 at Nine o'clock A.M.

SAN JOSE ABSTRACT COMPANY

By J C Edwards
Manager.

C O N T I N U A T I O N

O F

F O R E G O I N G  A B S T R A C T

W. W. KIRKLAND, party of the first part
WILL S. CLAYTON, of the second part, and
LOUISA HEIDT STROUD, of the third part.

D E E D  O F  T R U S T

DATED JANUARY 12, 1898

To secure payment of $500, payable 2 years after date, with interest thereon, at the rate and in the manner, and at the times and upon terms specified in note. And for further advances &c.

Conveys; (same property as described in mortgage Kirkland to Sontheimer, shown on page 83, preceding.)

To have and to hold &c, in trust &c, To be re-conveyed upon payment of all money due third party. In case default be made in payment thereof, the premises above described, to be sold at public auction after due publication of same, according to law &c.

ACKNOWLEDGED JANUARY 12, 1898

Before W. H. Cornell, N. P.
Alameda County, California.

RECORDED JANUARY 14, 1898

Book L of Trust deeds page 224.

Recorr. 93

T A X E S

STATE COUNTY AND CITY

From

1898-99

to

1902-1903 Paid

1903-1904 Now a Lien

NO JUDGMENT LIENS.

The foregoing Continuation consisting of pages 89 to 91 inclusive, made at SAN JOSE MARCH 10, 1903 at 11 o'clock A. M.

Juanita Halsey.

SEARCHER OF RECORDS.

Continuation of the Foregoing Abstract
as to
The Same Property

# I N D E X.


| GRANTOR | | GRANTEE | INSTRUMENT | PAGE |
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| | | | Caption | 92 |
| Clayton,W.S. | To | W.W.Kirkland | Recon. | 93 |
| Kirkland,W.W. | To | L.H.Stroud | D.of Tr. | 94 |
| Clayton,W.S. | To | W.W.Kirkland | Recon | 95 |
| | | | Taxes | 96 |
| | | | Caption | 97 |
| Kirkland,W.W. | To | S.Asaro | Deed | 98 |
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| | | | Taxes | 101 |
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| Asaro,S.et ux | To | L.H.Stroud | D.of Tr. | 103 |
| Asaro,S.et al | Ads | D.A.Curtin | Attch. | 104 |
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| Asaro,S. | Ads | A.P.Jacobs et al | Executn. | 106 |
| Asaro,S. | To | T.B.Hubbard | D.of Tr. | 107 |
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| J.A.C.& Co. | To | L.H.Stroud | Deed | 110 |
| Asaro,S. | To | A.E.Horton | Mortgage | 116 |
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| Stroud,C.C. | Ads | L.C.H.Stroud | Action | 118 |
| Asaro,S. | Ads | T.& B. | Judgmt. | 123 |
| Asaro,S. | Ads | T.& B. | Judgmt. | 124 |
| | | | Taxes | 125 |

Will S.Clayton, Trustee,

TO

W.W.Kirkland

RECONVEYANCE.

Dated December 12,1902.

Recites:- Whereas, the indebtedness secured to be paid by the Deed of Trust, executed by W.W.Kirkland, of the first part, to Will S.Clayton, as Trustee of the second part and Louisa Heidt Stroud, of the third part, and recorded in the County Recorder's office of the County of Santa Clara, in Book L of Trust Deeds, at pages 224 et seq, dated January 12, 1898, for the sum of $500. due in two years, has been fully paid.

Now, etc.,

Does grant, remise, release and reconvey to W.W. Kirkland, his heirs and assigns, without any warranty, all the estate and interest derived to him by or through said Deed of Trust in the lands situate in the City of San Jose, County of Santa Clara, and therein described, together with the appurtenances.Special reference being hereby made to said Deed of Trust and the record thereof for a particular description of said lands.

Acknd. December 12,1902

Before Wesley Pieper, N.P.

Recorded March 10,1903.

(at 47 Min.past 4 o'clock P.M.)

Book 263 of Deeds,Page 303.

W.W.Kirkland,

of the first part

Will S.Clayton,

of the second part

AND

Louise Heidt Stroud

of the third part

DEED OF TRUST.

Dated December 12,1902.

To secure to third party the payment of the sum of $500.

Conveys unto second party, the real property situate in the City of San Jose County of Santa Clara, State of California, described as follows:-

(Same as in Book 79 of Mortgages,Page 550.Kirkland to Sonthiemer)

Upon trust to be reconveyed to W.W.Kirkland on payment of all sums due third party, etc.

Recorded March 10,1903.

Book 4 of Deeds of Trust,Page 221.

Reconv.

W. S. Clayton, Trustee

To

W. W. Kirkland

RECONVEYANCE

Dated June 28, 1907

Recites: Whereas, the indebtedness secured to be paid by the Deed of Trust, executed by W. W. Kirkland of the first part to W. S. Clayton as Trustee of the second part, and Louisa Heidt Stroud of the third part and recorded in the County Recorder's office of the County of Santa Clara, in Book 4 of Trust Deeds, at page 221 et seq dated December 12, 1902 for the sum of $500 due in 1 year has been fully paid.

Now etc.

Does grant, remise, release and reconvey to W. W. Kirkland, his heirs and assigns, without any warranty, all the estate and interest derived to him by or through said Deed of trust in the lands situate in the City of San Jose, County of Santa Clara, State of California and therein described, together with the appurtenances. Special reference being hereby made to said Deed of Trust and the record thereof for a particular description of said lands.

Acknd. June 28, 1907

Before Edward W. Clayton, N. P.

Recorded June 28, 1907

Book 319 of Deeds, page 594.

## T A X E S.

### S T A T E  C O U N T Y  A N D  C I T Y.

E.Orchard 50 S.Grant S.70 x 125 feet.

Fiscal Years.

1903-1904 )
— TO — : PAID.
1906-1907 )

1907-1908 Now a Lien.

## N O  J U D G M E N T  L I E N S.

The foregoing CONTINUATION consisting of pages 92 to 96 inclusive, made at SAN JOSE, CALIFORNIA, AUGUST SECOND 1907 at Nine o'clock A.M.

SAN JOSE ABSTRACT COMPANY.

By J C Edwards

Manager.

Continuation of the Foregoing Abstract
as to
The Same Property

W.W.Kirkland, widower

TO

Salvatore Asaro

D E E D.

Dated August 3,1907.

Cons: $10.

Grant, bargain, sell, convey and confirm unto the said party of the second part and to his heirs and assigns forever, all that certain parcel of land in the City of San Jose, County of Santa Clara, State of California, bounded and described as follows, to wit:-

Beginning at a point on the East line of Orchard Street distant 50 feet South from the South East corner of Grant and Orchard Streets; thence running South along Orchard Street 70 feet; thence East at right angles 125 feet; thence North at right angles 70 feet and thence West at right angles 125 feet to place of beginning.

Acknd. August 15,1907.

Before Benj.L.Marx, Commissioner of Deeds for the State of California, in the Territory of Hawaii.

Recorded August 26,1907.

Book 321 Deeds,Page 494.

Salvatore Asaro and

Vincenza Asaro, his wife,

— TO —

Maria Krahenberg

MORTGAGE.

Dated August 26,1907.

To secure the payment of $2000. on or before three years after date with interest at the rate of 8 1/2% per annum, payable quarterly or to compound.

Mortgages premises (Same as in Liber 321 of Deeds,Page 494.Kirkland to Asaro)

(and other property)

Acknd. August 26,1907.

Before George D.Smith, N.P.

Recorded August 26,1907.

Book 188 Mortgages,Page 242.

Released in full by written release executed March 11. 1908 by Maria Krahenberg recorded Mch 12. 1908 in Book "Y" Releases of mortgages Page 507

Howes

Entered by San Jose Abstract Co.

By

SEARCHER.

Salvatore Asaro

TO (sgd. & acknd. by all parties)

Richard Pera and

Emelio Francischi

L E A S E.

Dated December 30,1907.

Do lease, demise and let unto second parties that certain store house and its appurtenances situate at No.652 Orchard Street in the City of San Jose, which building containing seven rooms, to be used as a bakery and bread business and the sale of all kinds of bread and cakes incidental thereto.

For the term of three years commencing February 1st.1908 and ending February 1,1911 at the monthly rent of $25.per month.

At the expiration of this lease second parties have the option of three years in addition thereto upon the same terms above stated.

Acknd. December 31,1907.

Before George D.Smith, N.P.

Recorded February 4,1908.

Book M Leases,Page 565.

## T A X E S.

### S T A T E  C O U N T Y  A N D  C I T Y.

Fiscal Years.

1907-1908 On Land No Tax.

On Trust Deed 1st.Installment Paid.

2nd.Installment Due and Payable.

1908-1909 Now a Lien.

## N O  J U D G M E N T  L I E N S.

The foregoing CONTINUATION consisting of pages 97 to 101 inclusive, made at SAN JOSE, CALIFORNIA, MARCH SIXTH 1908 at Nine o'clock A.M.

SAN JOSE ABSTRACT COMPANY.

By J C Edwards

Manager.

Continuation of the Foregoing Abstract
as to
The Same Property

Salvatore Asaro and
Vincenza Asaro, his wife
of first part
James A. Clayton & Co. (Inc)
of second part
Louise Heidt Stroud
of third part

DEED OF TRUST

Dated March 12, 1908

To secure to third party the payment of the sum of $5000, one year after date with interest and additional sums.

Grant, bargain, sell, convey and confirm unto second party his successors or assigns the following described real property in the City of San Jose, County of Santa Clara, State of California, to wit:-

Beginning at a point on the East line of Orchard Street distant 50 feet South from the South East corner of Grant and Orchard Streets, thence running South along Orchard Street 70 feet; thence East at right angles 125 feet, thence North at right angles 70 feet and thence West at right angles 125 feet to place of beginning.

(and other property)

Upon trust to be reconveyed to Salvatore Asaro on payment of all sums due third party with interest, but in default thereof to be sold after advertisement according to law, etc.

Acknd. March 12, 1908

Before Viola W. Turney, N. P.

Recorded March 12, 1908

Book 19 Trust Deeds, Page 148.

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

IN THE JUSTICES COURT OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

D. A. Curtin, Plff.

— VS —

Salvatore Asaro

John Doe and Richard Roe, co-partners

(true names unknown) Defendants

ATTACHMENT

Issued November 9, 1909

To make the sum of $237.03 with interest and costs.

Return of sheriff annexed shows levy upon all the right, title and interest of said defendant in and to the following described real estate in the County of Santa Clara, State of California.

(Same as in Liber 19 of Trust Deeds, page 148 Asaro to Stroud)

Recorded November 10, 1909

Book 8 Attachments, Page 387

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

In the Justices Court of the City and County of San Francisco, State of California

A. P. Jacobs and
R. K. Malcolm Plffs.
- VS -
S. Asaro Deft.

ATTACHMENT

Issued November 3, 1909

To make the sum of $76.64 with interest and costs.

Return of sheriff annexed shows levy upon all the right, title and interest of said defendant in and to the following described real estate in the County of Santa Clara, State of California:

(Same as in Liber 19 of Trust Deeds, page 148 Asaro to Stroud)

Recorded November 11, 1909

Book 8 Attachments, Page 388

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO

A. P. Jacobs and

R. K. Malcolm Plffs.

VS

S. Asaro Deft.

EXECUTION

Issued December 3, 1909

To recover the sum of $76.64 obtained on a judgment in the Justice's Court of the City and County of San Francisco on November 29, 1909 by the above named plaintiffs against the above named defendant, an abstract of which judgment was filed and docketed on December 3, 1909 in the County Clerk's office of the City and County of San Francisco.

Return of sheriff annexed shows levy upon all the right, title and interest of said defendant S. Asaro in and to the following described real estate in the City of San Jose, County of Santa Clara, State of California:

(Same as in Liber 19 of Trust Deeds, page 148 Asaro to Stroud.)

Recorded December 6, 1909

Book 3 Executions, Page 485

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

Salvatore Asaro, as trustor

Fred Beck, as trustee

T. B. Hubbard, as beneficiary

DEED OF TRUST

Dated April 9, 1909

To secure to said beneficiary the payment of a promissory note of Nine hundred and sixty eight ($968) Dollars one day after date and additional sums not to exceed in the aggregate Fifteen hundred ($1500) Dollars.

Does grant, convey and confirm unto said trustee the following described real property in the City of San Jose, County of Santa Clara, State of California:

(Same as in Liber 19 of Trust Deeds, page 148 Asaro to Stroud)

Upon trust to be reconveyed to Salvatore Asaro on payment of all sums due said beneficiary, but in default thereof to be sold after advertisement according to law &c.

Acknd. May 6, 1909

Before Will M. Beggs, N. P.

Recorded May 7, 1909

Book 31 Trust Deeds, Page 206

## T A X E S

## S T A T E  C O U N T Y  A N D  C I T Y

Fiscal Years

| | |
|---|---|
| 1907-1908 | Paid |
| 1908-1909 | Paid |
| 1909-1910 | 1st Installment Paid |
| | 2nd Installment Due and payable |

## N O  J U D G M E N T  L I E N S

The foregoing CONTINUATION consisting of pages 102 to 108 inclusive made at SAN JOSE, CALIFORNIA, FEBRUARY ELEVENTH 1910 at Nine o'clock A. M.

SAN JOSE ABSTRACT COMPANY

By J Edwards

Manager

## Continuation of the Foregoing Abstract

as to

The Same Property

As shown by the official records of the

County of Santa Clara, State of California.

James A.Clayton & Co.(Inc.)

a corporation,

TO

Louise Heidt Stroud

D E E D.

Dated April 16,1910.

Cons: $5511.95.

Recites: That on March 12,1908, Salvatore Asaro and Vincenza Asaro, his wife, borrowed and received from Louise Heidt Stroud, the sum of $5000. and agreed to repay the same on or before 1 year after said date with interest according to the terms of their promissory note made to the said Louise Heidt Stroud of date of said 12th.day of March A.D.1908, for the principal sum of $5000. with interest thereon from date of said note until payment at the rate and in the manner and at the times and on the terms therein specified, all in United States gold coin as therein specified,and,

That for the purpose of securing to said Louise Heidt Stroud said note and indebtedness, and all further indebtedness of said Salvatore Asaro and Vincenza Asaro, his wife or either of them, to said Louise Heidt Stroud that might be contracted during the continuance of the trust created by a certain deed of trust next hereinafter mentioned under the provisions of said deed of trust, the said Salvatore Asaro and Vincenza Asaro, his wife, did execute, acknowledge and deliver to the said James A.Clayton & Co.(Inc.) the party of the first part hereinabove named, a certain deed of trust bearing date March 12,1908, which said deed of trust was thereafter duly recorded in the office of the County Recorder

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

of said County of Santa Clara, in Liber 19 of Trust Deeds, at Page 148 et seq, on March 12,1908, which said deed of trust and the said record thereof are hereby referred to and made a part of this conveyance, and,

That in and by said deed of trust the said Salvatore Asaro and Vincenza Asaro, his wife, granted, bargained, sold, conveyed and confirmed unto the said James A.Clayton & Co. (Inc) as trustee party of the first part herein and unto its successors and assigns, the real property hereinafter described,together with the improvements and appurtenances thereunto appertaining, thereby abandoning all right of homestead in and to said premises and agreeing to warrant and defend the title to the same to have and to hold the same to the said James A.Clayton & Co.(Inc.) as trustee, its successors or assigns, upon certain trusts and confidences and for a description of said real property reference is hereby made to said deed of trust, and to said record thereof in said Santa Clara County Recorder's office, and,

That it was and is ,among other things provided in said deed of trust that if default should be made inthe payment of any of the sums of principal and interest when due in the manner stipulated in said promissory note, or of the reimbursement of any amounts in said trust deed, provided to be paid, on any interest thereon, then it should be lawful for said James A.Clayton & Co.(Inc.) and the said Louise Heidt Stroud to consider the whole of said note, both principal and interest, as immediately due and payable, notice of which option was waived, and for the said James A.Clayton & Co.(Inc) its successors or assigns on application of said Louise Heidt Stroud, to sellthe granted premises or such

part thereof, as in its discretion it should find it necessary to sell in order to accomplishthe object of said trust in manner following.

It should first publish the time and place of said sale with the description of the property to be sold, at least three times a week in some newspaper published in Santa Clara County,State of California, and on the day of sale so advertised it might sell the property so advertised or any portion thereof, at public auction, at the time and place described in said notice of sale.

That at such sale the owner of said promissory note might become the purchaser and that upon such sale the trustee named in such trust deed, its successors or assigns, should execute, and after due payment made, should deliver to the purchaser or purchasers the deed or deeds of grant, bargain and sale of the premises so sold, and that in the event of the sale of said premises, or any part thereof and the execution of the deed or deeds therefor under said trust, then the recitals therein of the amount of indebtedness and of default and the application of said owner of said promissory note or her assigns, and of publication and of any other matters therein recited, should be conclusive proof of such indebtedness and default and application, and of the time of publication of such notices and of suchother matters recited and that such deed or deeds with such recitals therein should be effectual and conclusive against Salvatore Asaro and Vincenza Asaro, his wife or either of them, or their assigns, heirs and all other persons; and that the receipt for the purchase money contained in any deed executed to the purchaser shall be a sufficient discharge to such purchaser from all obligations to see the proper application of

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the purchase price according to the trust mentioned in said deed of trust,and,

That on March 16,1910, the said promissory note was overdue by the terms thereof, to wit: because of the non-payment of the principal required and because of the non-payment of the interest as required, and was then and there the property of said Louise Heidt Stroud, that there was then due,owing and payable and unpaid thereon, the principal sum of $5000. with interest thereon from the 1st.day of July A.D. 1909, to said date, and the said trustee, and the said owner of said note, on said day elected to consider the whole of the principal and interest as immediately due and payable; and,

That at the time of sale there remained due,owing, payable and unpaidon said promissory note on the principal and interest the sum of $5381.95 and,

That on March 16,1910, the said Louise Heidt Stroud made application to and did require the party of the first part herein as trustee, to sell the real property conveyed by said trust deed and all the appurtenances and fixtures thereto, or as much thereof as in its descretion it should find it necessary to sell in order to accomplish the object of said trust in the manner provided in said trust deed, and to apply the proceeds of sale as therein provided, and,

That afterwards on March 17,1910, pursuant to said trust and application the said party of the first part as such trustee, proceeded to make such sale, did execute and issue a notice in writing bearing date, March 17,1910, that on April 16,1910 at 11 o'clock A.M. of said day, at the front door of the Santa Clara County Court House in the City of San Jose, County of Santa Clara,State of California, it would sell at public auction to the highest and best bidder

for cash in gold coin of the United States the trust premises and the property remaining subject to said trust and hereinafter particularly described, which said notice contained and accurate description of the property to be sold, and did publish said notice more than three times per week for more than three weeks before said day of sale in a newspaper published in the City of San Jose, County of Santa Clara, State of California, to wit: the "Evening News", a newspaper of general circulation published daily, except Sundays, in said City of San Jose, County of Santa Clara, State of California, in which said newspaper said notice was published on the following days to wit: March 23,24,25,26, 28,29,30,31, April 1,2,4,5,6,7,8,9,11,12,13,14, 15 and 16.

That said trustee found it necessary in its descretion to sell the whole of said real property in said notice and hereinafter described, in order to accomplish the object of said trust, and

That at the time and place of sale, as advertised, to wit: on April 16,1910 at 11 o'clock A.M. of said day at the front door of the Santa Clara County Court House, in the City of San Jose, County of Santa Clara,State of California, said trustee offered for sale each separate piece or parcel described in said notice of sale hereinafter described and no offer or bids were made for any of said pieces or parcels of real property the said trustee then offered for sale, and did sell at public auction to the highest bidder for cash in gold coin of the United States the whole of said real property described in said notice, and,

That at such sale the party of the second part, hereinabove named became the purchaser of said and hereinafter

described real property, and for the purchase price of $5511.95 for which the same was sold to said party of the second part, said party of the second part being the highest bidder and said sum being the highest and best bid therefor, and,

That the said party of the second part paid to the party of the first part herein the purchase price in United States gold coin, the receipt whereof is hereby acknowledged, and the said party of the second part ie entitled to a conveyance of said real property so sold to such party of the second part.

Now etc., Does hereby grant, bargain, sell and convey unto the party of the second part, her heirs and assigns forever, all those parcels of land situate in the City of San Jose, County of Santa Clara, State of California, and described as follows:-

(Same as in Liber 19 of Trust Deeds, Page 148, Asaro et ux to James A.Clayton & Co)

(and other property)

(Sgd) James A.Clayton & Co.(Inc.) Trustee

(Corporate Seal) By Ethel Clayton, President

By W.S.Clayton, Secretary

Acknd. April 21, 1910.

By Ethel Clayton, President and W.S.Clayton, Secretary of James A.Clayton & Co.(Inc) the corporation, etc., as Trustee,

Before Viola W.Turney, N.P.

Recorded April 25, 1910.

Book 354 of Deeds, Page 586.

SAN JOSE ABSTRACT COMPANY
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Salvatore Asaro

TO

A.E.Horton

MORTGAGE.

Dated October 15,1910.

To secure the payment of Two hundred (200) Dollars, in six months with interest according to the terms of a certain promissory note of even date herewith.

Mortgages premises (Same as in Liber 19 of Trust Deeds,Page 148, Asaro to Stroud)

(and other property)

Acknd. October 15,1910.

Before R.B.Treat, N.P. In and for the City and County of San Francisco,State of California.

Recorded October 25,1910.

Book 200 Mortgages,Page 572.

Salvatore Asaro

TO

A.E.Horton

MORTGAGE.

Dated September 15,1910.

To secure the payment of Fifty-seven and 50/100 (57.50) Dollars ,payable in two months with interest, according to the terms of a certain promissory note of even date herewith.

Mortgages all those certain parcels of land situate in the City of San Jose, County of Santa Clara, State of California,

"Beginning at the South Easterlycorner of Grant and Orchard Streets; and running thence Easterly and parallel with Grant Street 125 feet; thence at right angles Southerly 50 feet; thence at right angles Westerly parallel with Grant Street 125 feet to the Easterly line of Orchard Street; thence at right angles Northerly parallel with Orchard Street 50 feet to the place of beginning, being situate upon the South East corner of Grant and Orchard Streets; thence running South along Orchard Street 70 feet; thence East at right angles 125 feet; thence North at right angles 70 feet and thence West at right angles 125 feet to place of beginning.

(and other property)

Acknd. September 26,1910.

Before R.B.Treat, N.P. In and for the City and County of San Francisco,State of California.

Recorded September 5,1912.

Book 211 of Mortgages,Page 222.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA,
IN AND FOR THE COUNTY OF SANTA CLARA.

Louise Caroline Heidt Stroud

VS.

Carl Celestine Stroud

ACTION NO.19792. REG.

1911

Oct.30 Complaint for divorce filed, alleges:(among other things)

That plaintiff and defendant intermarried at San Jose, in the County of Santa Clara,State of California, on or about December 11,1888, and ever since have been, and now are husband and wife.

That plaintiff is and has been a bona fide resident of the State of California, for more than one year, and of the said County of Santa Clara, for more than 3 months immediately preceeding the commencement of this action.

That the defendant for more than one year last past and since on or about December 11,1890 has failed to provide for the plaintiff the common necessaries of life because of his idleness, prolifigacy and dissipation.

That plaintiff's name before she married said defendant was Louise Caroline Heidt.

That on or about January 1,1906, said defendant voluntarily separated from plaintiff, with intent to desert and still continues to desert plaintiff.

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1911

Wherefore plaintiff demands judgment.

1st. That the bonds of matrimony between herself and the defendant be dissolved.

2nd: That the Court determine that there is no community property belonging to the plaintiff and defendant.

3rd: Prays for general relief.

H.A.Blanchard,

Attorney for plaintiff.

Duly verified.

Oct.30 Summons issued.

Nov.3 Summons returned and filed with affidavit of E.A.Kennedy, that he personally served the same on defendant, Carl Celestine Stroud in the City of San Jose, Santa Clara County,California, on October 30,1911, by delivering to and leaving with said defendant personally a copy of said summons, attached to a true and correct copy of the complaint referred to in said summons annexed.

Dec.12 Default of Carl Celestine Stroud entered.

Dec.15 Cause on trial, H.A.Blanchard,Esq, appearing as attorney for plaintiff and no one appearing for defendant, Louise C.H.Stroud and Philip Heidt sworn and examined and the matter being submitted the Court now makes its order for findings and interlocutory decree in favor of plaintiff herein

1911

as prayed for.

Book 4,Page 495.

Dec.15 Findings of fact and conclusions of Law,filed.

Finds (among other things):

That on or about January 1,1906, said defendant voluntarily separated from plaintiff with intent to desert and still continues to desert plaintiff.

CONCLUSIONS OF LAW.

As conclusions of Law from the foregoing facts the Court finds:

1st: That the plaintiff is entitled to a decree of this Court dissolving the bonds of matrimony heretofore existing between the plaintiff and defendant, decreeing the plaintiff and defendant each to be freed and absolutely released from the bonds of matrimony, and all the obligations thereof.

2nd: That the plaintiff is entitled to resume the name of Louise Caroline Heidt, which was the name of the plaintiff prior to her marriage with said defendant.

Dated:December 15,1911.

John E.Richards, Judge.

Dec.15 Interlocutory Decree of Divorce filed.

The above entitled cause came on regularly without a jury on December 15,1911, the plaintiff appearing in person, and by her attorney, H.A. Blanchard, and the defendant, not appearing either in person or by attorney, upon hearing it appearing

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1911

to the satisfaction of the Court, that the defendant herein was on October 30,1911 at San Jose, in Santa Clara County,State of California, duly served in person with Summons herein, attached to a copy of the complaint on file in this cause; that thereafter the defendant, interposed his demurrer to the complaint of plaintiff herein; that thereafter said demurrer was by order of Court overruled, with leave to the defendant to answer within ten days after notice thereof, in writing, was duly given and more than ten days having elapsed and the time for answering having expired, and no answer having been filed within the time required by law and said order overruling said demurrer, the default of said defendant has been entered according to law; and the Court having heard the testimony introduced in behalf of said plaintiff and in support of her complaint; and the cause having been submitted, the Court having duly considered the law and the evidence, and it appearint satisfactorily to the Court that each and all of the material allegations and averments in plaintiff's complaint are true;

Now therefore, it is ordered, adjudged and decreed that the plaintiff above named is entitled to a divorce upon all the grounds stated in her complaint and that the bonds of matrimony heretofore existing between the plaintiff and the defendant should be dissolved, and that the

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plaintiff is entitled to the relief asked for in her complaint; and it is determined that an interlocutory judgment should be entered in said action, and such interlocutory judgment is hereby entered accordingly.

And it is further ordered, adjudged and decreed that at the expiration of one year from the entry of this interlocutory judgment said plaintiff shall be entitled to, and there shall be entered by the Court, on motion of either party or upon its own motion, a final judgment granting the said divorce, and dissolving the bonds of matrimony between the said plaintiff, and the said defendant and restoring them to the status of single unmarried persons.

It is further ordered, adjudged and decreed that said plaintiff shall be allowed to resume the name of Louise Caroline Heidt, which was the name of the plaintiff, prior to her marriage with said defendant.

Dated: December 15,1911.

John E.Richards, Judge.

Dec.16 Interlocutory Decree, entered in Judgment Book 10 of said Court, at page 190.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA,

IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO.

Tillman and Bendel, a corporation,

VS.

Salvatore Asaro

TRANSCRIPT OF JUDGMENT.

Dated March 12,1918.

Shows, entry of judgment in favor of Tillman and Bendel, a corporation, and against Salvatore Asaro, on March 8,1918, for $925.10 legal interest and $9.25 costs in the above entitled Court (action No.86890)

Certified to (under Court Seal) on March 12,1918 by H.I.Mulcrevy, County Clerk and ex-officio Clerk of the Superior Court,in and for the City and County of San Francisco, State of California,

By H.I.Porter, Deputy Clerk.

Recorded March 16,1918.

Book D Judgments,Page 212.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA,

IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO.

Tillman and Bendel, a corporation,

VS.

Salvatore Asaro

TRANSCRIPT OF JUDGMENT.

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Certified to(under Court Seal) on March12,1918, by H.I.Mulcrevy,County Clerk and ex-officio Clerk of the Superior Court, in and for the City and County of San Francisco,State of California, by H.I.Porter, Deputy Clerk.

Recorded March 16,1918.

Book D JudgmentsPage 212.

TAXES.

STATE COUNTY AND CITY.

Fiscal Years.

1909-1910 )
)
— TO —: Paid.
)
1918-1919 )

NO FURTHER JUDGMENT LIENS.

The foregoing CONTINUATION consisting of pages 109 to 125 inclusive, made at SAN JOSE, CALIFORNIA, FEBRUARY TWENTY-FIRST 1919 at Nine o'clock A.M.

SAN JOSE ABSTRACT COMPANY.

By E. Edwards

Manager.